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Attorneys for Defendant  
COSTCO WHOLESALE CORPORATION

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

CECILIA LINARES, an Individual and  
ABEL GONZALEZ, an Individual, On  
Behalf of Themselves and All Other  
Similarly Situated California Residents,

Plaintiffs,

v.

COSTCO WHOLESALE, INC., a  
Washington corporation,

Defendant.

Case No. 3:11-cv-02547-MMA-BGS

**JOINT MOTION FOR A STAY OF  
ALL PROCEEDINGS**

Judge: Michael M. Anello  
Magistrate Judge: Bernard G. Skomal

Complaint Filed: November 2, 2011

Plaintiffs Cecilia Linares and Abel Gonzalez (“Plaintiffs”) and Defendant  
Costco Wholesale Corporation (“Costco” or “Defendant”) (collectively with

1 Plaintiffs, the “Parties”), through their respective counsel, respectfully jointly move to  
2 stay this action because Plaintiffs’ claims and the claims of the purported class they  
3 seek to represent have been settled. In support of this motion, the Parties state:

4 1. In this matter, Plaintiffs have challenged statements used in the  
5 marketing of certain Kirkland brand glucosamine joint health dietary supplement  
6 products, which are sold by Costco and manufactured by Rexall Sundown, Inc.,  
7 NBTY, Inc., or one of their affiliated companies (collectively, “Rexall”) (*See* Third.  
8 Am. Compl., Dkt. No. 32.)

9 2. This matter is one of six putative class actions challenging the marketing  
10 of glucosamine joint health dietary supplement products manufactured and/or sold by  
11 Rexall, which are currently pending in five federal district courts throughout the  
12 country. The pending cases are: *Liliana Cardenas and Francisco Padilla v. NBTY,*  
13 *Inc. and Rexall Sundown, Inc.*, No. 2:11-CV-01615-TLN-CKD (E.D. Cal. filed June  
14 14, 2011); *Jennings v. Rexall Sundown, Inc.*, No. 1:11-cv-11488-WGY (D. Mass. filed  
15 Aug. 22, 2011); *Cecilia Linares and Abel Gonzalez v. Costco Wholesale, Inc.*, No.  
16 3:11-cv-02547-MMA-RBB (S.D. Cal. filed Nov. 2, 2011); *Nick Pearson v. Target*  
17 *Corp.*, No. 1:11-cv-07972 (N.D. Ill. filed Nov. 9, 2011); *Randy Nunez v. NBTY, Inc.,*  
18 *Arthritis Research Corp., and Nature’s Bounty, Inc.*, No. 3:13-CV-0495 (S.D. Cal.  
19 filed Mar. 1, 2013); and *Augustina Blanco v. CVS Pharmacy, Inc.*, No. 5:13-cv-  
20 00406-JGB-SP (C.D. Cal. filed Mar. 4, 2013).

21 3. On April 15, 2013, the Parties in this action executed a global,  
22 nationwide settlement agreement settling and releasing for consideration, *inter alia*, all  
23 of the claims made in this case. Plaintiffs Cecilia Linares and Abel Gonzalez have  
24 both been identified as class representatives on behalf of the settlement class.

25 4. This settlement will be submitted to the Honorable Judge James B. Zagel  
26 in the Northern District of Illinois for preliminary approval. (Judge Zagel is presiding  
27 over the *Pearson* case (N.D. Ill., Case No. 1:11-cv-07972), one of the cases being  
28 settled.)

1           5. To facilitate this global, nationwide settlement, Plaintiffs have filed a  
2 Second Amended Class Action complaint in the *Pearson* case on behalf of a  
3 nationwide class of all persons in the United States who purchased the products  
4 covered by the settlement, which includes the Costco products at issue in this action  
5 (Ex. A hereto). Both Plaintiffs are named plaintiffs in the *Pearson* Second Amended  
6 Class Action Complaint (*id.* ¶¶ 13–14).

7           6. Pursuant to the settlement agreement, Plaintiffs and Rexall are jointly  
8 moving for a stay of this case pending final approval of the class action settlement.  
9 Similar motions will be filed in the other related cases.

10          7. In light of the settlement, the Parties respectfully request the Court to  
11 exercise its inherent authority to stay this action. *See, e.g., Landis v. N. Am. Co.*, 299  
12 U.S. 248, 254 (1936) (“[T]he power to stay proceedings is incidental to the power  
13 inherent in every court to control the disposition of the causes on its dockets with  
14 economy of time and effort for itself, for counsel, and for litigants.”); *Lockyer v.*  
15 *Mirant Corp.*, 398 F.3d 1098, 1109 (9th Cir. 2005) (citing *Landis* for the proposition  
16 that a “district court has discretionary power to stay proceedings in its own court”). A  
17 stay is appropriate where, as here, it is efficient to suspend an action pending  
18 resolution of proceedings in another jurisdiction that bear upon the case. *See, e.g.,*  
19 *Sinclair v. Fox Hollow of Turlock Owners Ass’n*, No. 1:03-cv-05439, 2011 WL  
20 219924, at \*2 (E.D. Cal. Jan. 21, 2011) (“When there is an independent proceeding  
21 related to a matter before the trial court, the Ninth Circuit has held that a trial court  
22 may ‘find it efficient for its own docket and the fairest course for the parties to enter a  
23 stay of an action before it, pending resolution of independent proceedings which may  
24 bear upon the case.’” (quoting *Mediterranean Enters., Inc. v. Ssangyong Corp.*, 708  
25 F.2d 1458, 1465 (9th Cir. 1983))).

26          8. The proposed stay promotes judicial economy by permitting both the  
27 Court and the Parties to suspend their work on this case while the settlement process  
28 moves forward in the Northern District of Illinois. When final approval has been

1 given, the settlement requires Plaintiffs to voluntarily dismiss with prejudice this  
2 action. Accordingly, entering the proposed stay will conserve the resources of the  
3 Court, the litigants, and their counsel.

4 **CONCLUSION**

5 **WHEREFORE**, in light of the foregoing, the Parties respectfully request that  
6 this action be stayed pending final approval of the settlement.

7  
8 Dated: April 25, 2013

Respectfully submitted,  
SIDLEY AUSTIN LLP

9  
10 By: s/ Alycia A. Degen  
11 Alycia A. Degen  
12 Attorneys for Defendant,  
13 Costco Wholesale Corporation  
E-mail: adegens@sidley.com

14 Dated: April 25, 2013

Respectfully submitted,  
BONNETT, FAIRBOURN,  
FRIEDMAN & BALINT, P.C.

15  
16 By: s/ Patricia N. Syverson  
17 Patricia N. Syverson  
18 Attorneys for Plaintiffs,  
19 Ceclia Linares and Abel Gonzalez  
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1 I, Alycia A. Degen, am the ECF user whose identification and password  
2 are being used to file the instant document. Pursuant to Section 2(f)(4) of the  
3 Electronic Case Filing Administrative Policies and Procedures of the United States  
4 District Court for the Southern District of California, I certify that the content of this  
5 document is acceptable to counsel for the Plaintiffs and that I have obtained  
6 authorization from Patricia Syverson to affix her electronic signature to this document.

7  
8 /s/ Alycia A. Degen  
Alycia A. Degen  
9 Attorney for Defendant  
COSTCO WHOLESALE CORPORATION

10  
11  
12 **CERTIFICATE OF SERVICE**

13 I hereby certify that on April 25, 2013 I electronically filed the foregoing  
14 with the Clerk of Court using the CM/ECF system, which shall send notification to all  
15 parties of record by operation of the Court's electronic filing system.

16  
17 /s/ Alycia A. Degen  
Alycia A. Degen  
18 Attorney for Defendant  
COSTCO WHOLESALE CORPORATION